

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

RUN-TIGER LLC, d/b/a RUN-CHICKEN,

Plaintiff,

v.

THE INDIVIDUALS, CORPORATIONS,
LIMITED LIABILITY COMPANIES,
PARTNERSHIPS, AND UNINCORPORATED
ASSOCIATIONS IDENTIFIED ON
SCHEDULE A TO THE COMPLAINT,

Defendants.

Case No.: 1:23-cv-00774-AS

DEFAULT JUDGMENT

THIS CASE having been commenced by RUN-TIGER LLC, d/b/a RUN-CHICKEN (“Plaintiff”) against the Defendants identified on the Third Amended Schedule A (collectively, the “Defaulting Defendants”) and using at least the domain names identified in the Third Amended Schedule A (the “Defaulting Defendant Domain Names”) and the online marketplace accounts identified in the Third Amended Schedule A (the “Defaulting Online Marketplace Accounts”) attached hereto, and Plaintiff having moved for entry of Default and Default Judgment against the Defaulting Defendants;

This Court having entered, upon a showing by Plaintiff, a temporary restraining order and preliminary injunction against Defaulting Defendants that included a domain name disabling order and asset restraining order;

Plaintiff having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication or email, along with any notice that Defaulting Defendants received from domain name registrars and payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the

pendency of the action and affording them the opportunity to answer and present their objections; and email service being sufficient under Federal Rule of Civil Procedure 4(f)(3), for the reasons explained in the Court's memorandum opinion entered separately; and

None of the Defaulting Defendants having answered the Complaint or appeared in any way, and the time for answering the Complaint having expired;

THIS COURT FURTHER FINDS that it has personal jurisdiction over the Defaulting Defendants because the Defaulting Defendants directly target their business activities toward consumers in the United States, including New York, offering to sell and ship products into this Judicial District. Specifically, Defaulting Defendants are reaching out to do business with New York residents by operating one or more commercial, interactive Internet Stores through which New York residents can purchase products bearing counterfeit versions of products utilizing either one or both of the RUN-CHICKEN Trademark, U.S. Trademark Registration Nos.: 6,454,213 and 6,939,573 (together, the "RUN-CHICKEN Trademarks") and/or copyrights covered by U.S. Copyright Office Registration Nos. VA 2-330-811 and No. VA 2-330-915, (the "RUN-CHICKEN IMAGES Copyrights"); and

THIS COURT FURTHER FINDS that Defaulting Defendants are liable for willful federal trademark infringement and counterfeiting (15 U.S.C. § 1114), false designation of origin (15 U.S.C. § 1125(a)), copyright infringement (17 U.S.C. § 101 et seq.), and/or violation of unfair competition under New York common law.

IT IS HEREBY ORDERED that Plaintiff's Motion for Entry of Default and Default Judgment is GRANTED in its entirety, that Defaulting Defendants are deemed in default and that this Default Judgment is entered against Defaulting Defendants.

Accordingly, this Court ORDERS that:

1. Defaulting Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under or in active concert with them be permanently enjoined and restrained from:

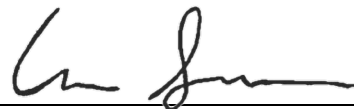
- a. using Plaintiff's RUN-CHICKEN Trademarks, RUN-CHICKEN IMAGES Copyrights, or any reproductions, counterfeit copies, or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine RUN-CHICKEN product or not authorized by Plaintiff to be sold in connection with Plaintiff's RUN-CHICKEN Trademarks and/or RUN-CHICKEN IMAGES Copyrights;
- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine RUN-CHICKEN product or any other product produced by Plaintiff, that is not Plaintiff's or not produced under the authorization, control, or supervision of Plaintiff and approved by Plaintiff for sale under Plaintiff's RUN-CHICKEN Trademarks and/or RUN-CHICKEN IMAGES Copyrights;
- c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;
- d. further infringing Plaintiff's RUN-CHICKEN Trademarks and/or RUN-CHICKEN IMAGES Copyrights and damaging Plaintiff's goodwill;
- e. otherwise competing unfairly with Plaintiff in any manner;
- f. shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear any of Plaintiff's RUN-CHICKEN Trademarks

and/or RUN-CHICKEN IMAGES Copyrights or any reproductions, counterfeit copies, or colorable imitations thereof;

- g. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, the Defendant Domain Names, or any other domain name or online marketplace account that is being used to sell or is the means by which Defendants could continue to sell counterfeit RUN-CHICKEN products; and
- h. operating and/or hosting websites at the Defendant Domain Names and any other domain names registered or operated by Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing Plaintiff's RUN-CHICKEN Trademarks and/or RUN-CHICKEN IMAGES Copyrights or any reproductions, counterfeit copies, or colorable imitations thereof that is not a genuine RUN-CHICKEN product or not authorized by Plaintiff to be sold in connection with Plaintiff's RUN-CHICKEN Trademarks and/or RUN-CHICKEN IMAGES Copyrights.

2. The five thousand-dollar (\$5,000) bond posted by Plaintiff, including any interest minus the registry fee, will be released to Plaintiff or their counsel upon notice to the Court that all non-defaulting defendants have been dismissed from the case. The Clerk of the Court is directed to return the bond previously deposited with the Clerk of the Court to Plaintiff or its counsel once such notice is provided.

Dated: February 15, 2024



Arun Subramanian
United States District Judge

THIRD AMENDED SCHEDULE A

Doe No.	Defendant Seller	Defendant Online Marketplace

Doe No.	Defendant Seller	Defendant Online Marketplace

Doe No.	Defendant Seller	Defendant Online Marketplace

Doe No.	Defendant Seller	Defendant Online Marketplace
101.	A AIFAMY	https://www.amazon.com/sp?seller=A3PIZLEX7MG SBJ
102.	Aiwan E-commerce Co., Ltd	https://www.amazon.com/sp?seller=A2MPDP5UYH FKZS
104.	Allwin Radios	https://www.amazon.com/sp?seller=A2EE5GBE3SY 6XZ
120.	Golger	https://www.amazon.com/sp?seller=A2FBUKYRPI8 1R2

Doe No.	Defendant Seller	Defendant Online Marketplace
121.	Guanyanyi	https://www.amazon.com/sp?seller=A3KP4VQQVE48DX
129.	mansor shop	https://www.amazon.com/sp?seller=A2STENFDSOIRVN
131.	MIXUNSHOP	https://www.amazon.com/sp?seller=A16PYAUTRIANGI
132.	MM Craft	https://www.amazon.com/sp?seller=A26767DCLYOS1

Doe No.	Defendant Seller	Defendant Online Marketplace
144.	STGH Direct	https://www.amazon.com/sp?seller=ANB2BHCB6TV4D
148.	tdyzbao	https://www.amazon.com/sp?seller=A1059KFOJNYDV8
150.	usvery	https://www.amazon.com/sp?seller=AWOGFDEQNST0Y

Doe No.	Defendant Seller	Defendant Online Marketplace
164.	dblt	https://www.dhgate.com/store/about-us/21819060.html
165.	dbpi	https://www.dhgate.com/store/about-us/21819089.html
166.	detu	https://www.dhgate.com/store/about-us/21819066.html
170.	gm4l	https://www.dhgate.com/store/about-us/21818267.html
172.	h0p7	https://www.dhgate.com/store/about-us/21819222.html
174.	lzx7p	https://www.dhgate.com/store/about-us/21800465.html
175.	n0uj	https://www.dhgate.com/store/about-us/21818268.html
176.	nvni	https://www.dhgate.com/store/about-us/21819072.html
177.	ok6i	https://www.dhgate.com/store/about-us/21819077.html
179.	phs1	https://www.dhgate.com/store/about-us/21818265.html
180.	pyouyig2	https://www.dhgate.com/store/about-us/21751277.html
181.	qi4q	https://www.dhgate.com/store/about-us/21818119.html

Doe No.	Defendant Seller	Defendant Online Marketplace
183.	v2d8	https://www.dhgate.com/store/about-us/21819063.html
186.	w9ro	https://www.dhgate.com/store/about-us/21819079.html
188.	xklv	https://www.dhgate.com/store/about-us/21819091.html
189.	abcdqqa	https://www.ebay.com/usr/abcdqqa
190.	abedalmged	https://www.ebay.com/usr/abedalmged
192.	allud-21	https://www.ebay.com/usr/allud-21
193.	anmde7769	https://www.ebay.com/usr/anmde7769
198.	capricor-2916	https://www.ebay.com/usr/capricor-2916
199.	cheer-905622	https://www.ebay.com/usr/cheer-905622
200.	dangers14	https://www.ebay.com/usr/dangers14
201.	deli games shop	https://www.ebay.com/usr/deli_games_shop
207.	green-design	https://www.ebay.com/usr/green-design
208.	jakic16	https://www.ebay.com/usr/jakic16
210.	magic zone	https://www.ebay.com/usr/magic zone
211.	mensame-63	https://www.ebay.com/usr/mensame-63
212.	moli-store	https://www.ebay.com/usr/moli-store
215.	odfc55	https://www.ebay.com/usr/odfc55

Doe No.	Defendant Seller	Defendant Online Marketplace
216.	omyp1741	https://www.ebay.com/usr/omyp1741
217.	panda_of_china	https://www.ebay.com/usr/panda_of_china
223.	wangbowen8899-1	https://www.ebay.com/usr/wangbowen8899-1
224.	weiltestore	https://www.ebay.com/usr/weiltestore
232.	AoZoA09	https://www.joom.com/en/stores/636b562e89bc53ce5e600c91
243.	CHENGDUWEIYUEZHENY USHANGMAOYOUXIANG NGSI	https://www.walmart.com/reviews/seller/101198309
244.	G-CHEN	https://www.walmart.com/reviews/seller/101276139
245.	Guangzhou Zhimei Trading Co., LTD	https://www.walmart.com/reviews/seller/101230648
246.	Haikou	https://www.walmart.com/reviews/seller/101268985

Doe No.	Defendant Seller	Defendant Online Marketplace
249.	MDHAND Direct	https://www.walmart.com/reviews/seller/101111604
250.	Mian yang bo yuan lai ke ji you xian gong si	https://www.walmart.com/reviews/seller/101276289
255.	XuanMing	https://www.walmart.com/reviews/seller/101293842
256.	2020WIN	https://www.wish.com/merchant/5e7defbd1c5f90a221cd3acb
257.	cesar josé quijada	https://www.wish.com/merchant/5ddacd4fa0371350f17f4877
258.	eshop1	https://www.wish.com/merchant/5e898ae199a1f951b3d4501d
261.	liuhaijiao	https://www.wish.com/merchant/5b724d3359030b1e908b9219
262.	Meng Laite trading company in Shenzhen, China	https://www.wish.com/merchant/54984935653d5121ae54181c
263.	MUMU_WIND	https://www.wish.com/merchant/5a71e015a6bf7a6ad479fe1d
264.	Newtonchen	https://www.wish.com/merchant/5ab8b318ddf45b2b28df31b9
265.	pinkwing	https://www.wish.com/merchant/58f5c7f4c509bf5bf0f48bec
268.	shenzhenshitailianhuikejiyouxi angongsi	https://www.wish.com/merchant/5577cdcdc3ab512e59172e6c
269.	tangrui	https://www.wish.com/merchant/5a38ea265c52446a4528e764

Doe No.	Defendant Seller	Defendant Online Marketplace
270.	we call it hope	https://www.wish.com/merchant/594f2776d85e692f11b2758f
271.	wilkmeet	https://www.wish.com/merchant/5d525f83838897077f52c8af